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**MEMORANDUM OF UNDERSTANDING BETWEEN
CALIFORNIA DEPARTMENT OF FISH AND GAME AND
(TRIBE)**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the _____ (hereinafter referred to as the “Tribe”), a sovereign nation, and the California Department of Fish and Game (hereinafter referred to as the “Department”). The Tribe and the Department shall collectively be referred to as the “Parties.”

THE PARTIES:

(_____), hereinafter referred to as “Tribe,” is a federally recognized Native American Tribe, whose present day trust property lies within the geographic boundaries of (insert name of county), and whose aboriginal ancestral territory runs from (_____). Since time immemorial, the Tribe has continuously used its aboriginal ancestral territory to promote its culture, customs and traditions. Such cultural, religious and ceremonial uses include but are not limited to non-commercial subsistence fishing and gathering along the North Coast within its aboriginal ancestral territory.

The California Department of Fish and Game, hereinafter referred to as “Department,” is an agency of the State of California, whose responsibilities include the maintenance of native fish, wildlife, plant species for their intrinsic and ecological value and their benefits to the people of California.

RECITALS:

WHEREAS, over the past two years, the Tribe, along with other federally recognized tribes within the California North Coast Region, has participated with the Department, other state agencies, scientific advisors and interested stakeholders in an initiative implemented pursuant to the Marine Life Protection Act (“MLPA”), intended to better design marine protected areas (“MPAs”) within the Region; and

WHEREAS, during this initiative process, the parties who participated were educated as to the distinct and unique history, culture, traditions and laws of the tribes who have resided along the North Coast since time immemorial, including the Tribe’s traditional cultural and religious ceremonies which include non-commercial subsistence fishing and gathering; and

WHEREAS, during the initiative process, the parties who participated were educated as to the unique needs of the North Coast tribes, whose citizens, because of socio-economic factors such as high unemployment rates, the remoteness of their existing land bases and their predominantly large tribal populations, are dependent upon the available marine resources for their health and well-being; and

WHEREAS, limitations of traditional tribal uses of marine resources will further contribute to the declining health of Native American populations by limiting access to a healthy traditional food source; and

WHEREAS, the loss of traditional food sources has been proven to result in increased illnesses amongst Native Americans, such as Type II diabetes which Native Americans are 2.3 times more likely to suffer from than non-Hispanic whites, and obesity, heart disease, tuberculosis, hypertension, kidney trouble and stroke; and

WHEREAS, during the initiative process, the Tribe, along with all of the other tribes along the North Coast, shared the commitment of the Department and other interested stakeholders to protect and conserve the marine resources, since it has been the tribes along the North Coast that have protected and relied upon these resources for their survival since time immemorial, and will continue to protect and rely upon these resources in the future; and

WHEREAS, all the parties who participated in the initiative process, including the Blue Ribbon Task Force and the Regional Stakeholders Group, unanimously agreed that any action taken pursuant to the MLPA initiative process should ensure that traditional tribal uses be allowed to continue along the North Coast as they have been practiced by the tribes since time immemorial, and further supported the development of co-management arrangements between the tribes and the state; and

WHEREAS, the Parties recognize that the joint goal of assuring sustainable marine resources while protecting traditional tribal practices are consistent with the intent of the MLPA, particularly since there is no specific evidence that traditional tribal practices hinder the sustainability of marine resources; and

WHEREAS, numerous state and federal laws and policies support the preservation and protection of tribal cultural resources and ceremonial and religious activities, and further support the establishment of cooperative agreements between the various governments in the furtherance of not only those policies, but policies addressing the preservation and protection of marine resources; and

WHEREAS, the Parties recognize they have a unique opportunity to collaboratively work together, on a government-to-government basis, towards a common, unified goal of providing

for the conservation and management of the natural and cultural marine resources along the North Coast that also will allow for tribal traditional uses to continue; and

WHEREAS, the Parties agree that collaboration and cooperation is the best approach to achieve their mutual goal of conserving and managing the natural marine resources for the benefit of all; and

WHEREAS, the Department recognizes the Tribe has the capacity to monitor natural and cultural resources, and possesses the inherent authority to regulate the activities of its citizens within its ancestral territory, including within the MPAs; and

WHEREAS, the Tribe has the financial resources and the willingness to assert its jurisdictional authority over its tribal citizens, to ensure non-commercial subsistence fishing and gathering, and cultural ceremonial uses be performed in accordance with tribal law and custom, and to assure the sustainability of natural marine resources; and

WHEREAS, The Tribe and Department are committed work together to co-manage the resources within the Tribe's ancestral territory; and

WHEREAS, the Department is committed to protecting the ethnographic cultural landscape and the traditional tribal uses that make this landscape significant to the Tribe and the State; and

WHEREAS, the Parties recognize the importance of these traditional practices for the survival of the Tribe's culture, and the Department recognizes the North Coast Region as an ethnographic cultural landscape, and the Tribe's traditional practices are integral to the integrity of the cultural landscape, and as such is a significant cultural resources that needs to be preserved and protected;

THEREFORE, in consideration of the above, the Parties agree as follows:

DEFINITIONS:

North Coast Region-The California coastline from the California-Oregon border to Alder Creek near Point Arena in Mendocino, as described within the Marine Life Protection Act Initiative Draft Regional Profile of the North Coast Study Region.

Traditional Tribal Uses-The cultural, religious, and subsistence activities of tribal citizens within the aboriginal territory involving the taking and use of marine resources by and through traditional practices for non-commercial uses, in support of traditional knowledge and ceremonies and for consumption by individual tribal citizens, their families, and the Tribe's community, performed in accordance with tribal custom, tradition and law.

Traditional Tribe Use Permit-a permit issued by the Tribe to its citizens that shall authorize the Tribal citizen to perform traditional tribal uses within the defined aboriginal ancestral territory of the Tribe, in accordance with tribal law.

Aboriginal Ancestral Territory-The area described as (_____) is the aboriginal ancestral territory of the _____ Tribe.

AS TO THE DEPARTMENT:

As a matter of comity, the Department agrees to defer to the Tribe's regulation of its own citizens within the Tribe's aboriginal ancestral territory.

Pursuant to this MOU, the Department shall recognize the traditional tribal uses of the marine resources by citizens of the Tribe within the aboriginal ancestral territory of the Tribe as permitted uses under Fish and Game Regulations.

The Department shall accept traditional tribal use permits issued by the Tribe to its citizens as evidence that an individual Tribal citizen is authorized by the Tribe to engage in activities authorized pursuant to this MOU. The Department shall provide a copy of a sample traditional tribal use permit to its enforcement personnel.

The Department shall accept certification of the Tribe's adoption of ordinances and regulations, which shall include enforcement provisions and a monitoring plan.

AS TO THE TRIBE:

The Tribe shall accept this MOU on behalf of its tribal citizens, and agrees to regulate the traditional tribal uses of marine resources within the Tribe's aboriginal ancestral territory in accordance with Tribal law and custom.

The Tribe shall adopt its own ordinances and regulations, which shall include enforcement provisions, and a monitoring plan, to implement its obligations pursuant to this MOU.

The Tribe shall create a traditional tribal use permit program, and issue its eligible citizens traditional tribe use permits in accordance with tribal law, and such permits shall serve as evidence that an individual Tribal citizen is authorized by the Tribe to engage in traditional tribal uses within the Tribe's aboriginal ancestral territory.

The Tribe shall provide the Department a copy of a sample traditional tribal use permits, so the Department can provide a copy of the permit to its enforcement personnel.

The Tribe shall provide its citizens with the terms and conditions of this MOU and any applicable tribal laws or regulations, and agrees to educate its citizens as to the need to protect the marine resources within the Tribe's aboriginal ancestral territory.

Tribal citizens performing traditional tribal uses within the aboriginal ancestral territory of the Tribe shall be required to have their traditional tribal use permit in their possession at all times when performing the activities permitted pursuant to this MOU and tribal law, or when they are transporting the marine resources obtained within the aboriginal ancestral territory.

Tribal citizens who do not have their traditional tribal use permit, or are performing activities that are not permitted pursuant to this MOU, or are in violation of the terms of the permit or applicable tribal law, shall be deemed to be operating outside the terms of this MOU, and may be subject to citation or enforcement action.

The Tribe agrees to provide its own staff and resources to monitor traditional tribal uses of marine resources, and agrees to enforce tribal law governing traditional tribal uses on the holders of the tribal traditional use permits, and ensure the terms of the MOU are enforced.

Tribe agrees it shall assist the Department with its monitoring responsibilities of the marine resources within the Tribe's ancestral territory, subject to the availability of financial resources.

In the event the Department identifies a specific and urgent need to protect populations of certain marine resources, the Tribe agrees to work with the Department to develop measures, including adjustment of the Tribe's traditional tribal use permits to assure that traditional tribal uses do not impair sustainable populations of such resources.

AS TO THE PARTIES:

The Parties shall collect and share data concerning marine resources, and any other relevant data that contributes to the understanding, knowledge, management and protection of the marine resources within the ancestral territory of the Tribe. General scientific information, monitoring surveys and data collected by the Parties shall be made public.

The Parties agree to meet and confer quarterly, or more often if circumstances warrant, in order to share information with respect to their mutual interests in conserving and managing the marine resources within the Tribe's ancestral territory.

In the event either party identifies a specific and urgent need to protect marine resources, the Parties agree to work together, along with the California Fish and Game Commission if needed, to assure marine resources are protected.

The MOU may be amended from time to time, by mutual written agreement of the Parties.

The MOU shall apply only within the aboriginal ancestral territory of the Tribe, as defined herein.

Should either party wish to terminate the MOU, in whole or in part, the terminating party shall provide the non-terminating party written notice, outlining the reasons why it wishes to terminate the MOU. The written notice shall be provided to the non-terminating party thirty (30) days prior to the termination date. Prior to the termination date, the non-terminating party may request a meeting, in an effort to resolve any disputes between the Parties. The Parties shall meet prior to the termination date, but if the disputes cannot be resolved, or the termination date cannot be extended, the MOU shall be terminated.

Nothing herein shall cede, or be interpreted as ceding, any of the Tribe's rights within its aboriginal ancestral territory, and nothing herein waives, or shall be interpreted as waiving, the Tribe's sovereign immunity.